

**Solutia Inc.**

575 Maryville Centre Drive  
St. Louis, Missouri 63141

P.O. Box 66760

St. Louis, Missouri 63166-6760

Tel 314-674-1000

April 6, 2000

Mr. Michael McAteer  
U. S. EPA - Region 5  
77 West Jackson Boulevard (SR-6J)  
Chicago, Illinois 60604-3590

**Re: Sauget Sites Area I January 21, 1999 Administrative Order by Consent**

- Access to Site I
- April 3, 2000 letter from J. M. Grana of Cerro Copper to D. M. Light of Solutia Inc.

Dear Mr. McAteer,

Pursuant to the attached April 3, 2000 letter from J. M. Grana of Cerro Copper Products Company ("Cerro") to D. M. Light of Solutia Inc. ("Solutia"), it is Cerro's stated intention to deny access to Solutia on Site I, effective April 10, 2000. Access is required to complete the Work ordered by U. S. EPA pursuant to the January 21, 1999 Administrative Order by Consent for Sauget Sites Area I ("AOC"). For you information, also attached is a copy of the signed access Agreement between Cerro and Solutia referenced in the April 3 letter from Cerro. Solutia is now in compliance with and will continue to comply with the terms of the Agreement. We will, as stated in the Agreement, forward the sampling results to Cerro, but not until they become final, as was understood. Solutia is not aware of the motives behind Cerro's actions and unfounded allegations. However, Solutia has identical agreements - to send the final results for the respective properties of several parties - who have granted access for the AOC Work, and will not be pressured into giving favored treatment to one PRP vs. another.

If Cerro does in fact refuse to comply with the access Agreement which was negotiated and managed in good faith and denies access to Solutia on April 10, 2000, Solutia is, by this letter, referring the matter to U. S. EPA under AOC Section 3, "Access to Property and Information". It is Solutia's position that its obligations for use of "best efforts" under Section 3 have been met.

The following Work remains to be completed on Site I.

1. Slug testing in the leachate wells
2. Collection of samples for the leachate and waste treatability study / pilot plant testing.
3. Collection of the groundwater samples from the recently completed bedrock well.
4. Groundwater elevation monitoring in May and subsequent quarters.

Solutia requests that U. S. EPA incorporate this Work into a modification of the recent Order issued to Cerro requiring access for the trenching, and that the new Order incorporating this Work be issued ASAP after access is denied, so that Solutia's field sampling obligations under the AOC can be completed in the most timely and efficient manner possible with no additional gamesmanship.

I will notify you on April 10<sup>th</sup> if access to Site I is denied by Cerro.

Sincerely,



D. M. Light  
Manager, Remedial Projects  
Sauget Sites Area I Project Coordinator

cc: J. M. Grana - Cerro  
L. Tape - Thompson Coburn



CERRO COPPER PRODUCTS CO.

P.O. Box 66800  
St. Louis, MO 63166-6800  
818/337-6000

APR 4 2000

April 3, 2000

Mr. D. Michael Light  
Manager of Remedial Projects  
Solutia, Inc. 6S  
P.O. Box 66760  
St. Louis, Missouri 63166-6760

**Re: Cerro Copper Products Co. Access Agreement**

Dear Mr. Light:

On June 18, 1999, Cerro Copper Products Co. ("Cerro") entered into an Access Agreement with Solutia Inc. ("Solutia") whereby Cerro afforded Solutia access to Cerro's property for the purpose of sampling soil and groundwater in accordance with Solutia's obligations under its Administrative Order on Consent with the United States. Since that time, Cerro has cooperated with Solutia as Solutia has conducted its investigation. When Solutia expressed a need, Cerro agreed to expand the hours of access beyond those specified in the Agreement. Similarly, Cerro permitted Solutia to excavate trenches on Cerro's property even though this activity was beyond what the Access Agreement contemplated.

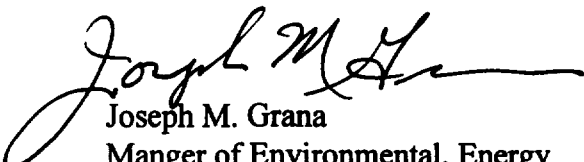
Under paragraph 6 of the Access Agreement, Solutia is obligated to provide Cerro with results of all sampling undertaken on Cerro's property and copies of all reports that refer to those samples. In a letter dated February 7, 2000, Cerro made a request of the sampling results. To date, the only information that Cerro has received are maps which reflect the results of the magnetometer and soil gas surveys conducted on Site I. Cerro received these results not from Solutia, but from the USEPA.

Please be advised that until Solutia fulfills its obligations under paragraph 6 of the Access Agreement or provides Cerro with a satisfactory explanation as to why it is unable to do so, Cerro will afford no further access to Solutia or its contractors beginning Monday April 10, 2000.

Please contact me at your convenience if you would like to discuss this matter further.

Very truly yours,

CERRO COPPER PRODUCTS CO.

  
Joseph M. Grana  
Manager of Environmental, Energy  
and Health Services Group

cc: Michael McAteer (U.S.EPA-Region V)



## **ACCESS AGREEMENT**

This Agreement is made as of the 18th day of June, 1999, between Cerro Copper ("Cerro"), a land owner in St. Clair County, Illinois, and Solutia, Inc., whose principal offices are located at 10300 Olive Boulevard, St. Louis, Missouri 63166.

WHEREAS, Solutia has requested permission to enter upon the property of the above-listed owner at the address listed below to perform certain tests and take samples of both soil and groundwater; and

WHEREAS, Cerro is willing to grant Solutia a revocable license for the purpose aforesaid.

NOW, THEREFORE, in consideration of and conditioned upon the mutual covenants, promises and agreements stated herein, the parties agree as follows:

1. Cerro hereby grants to Solutia a revocable license to enter upon real property owned by Cerro located in Sauget, Illinois, parcel numbers 01-26.0-400-3 (Creek Sector A); 01-26.0-401-014 & -015; 01-26.0-401-014 & 015 (Site G); 01-26.0-402-012 & -016 (Site I), and the Cerro Plant located at 3000 Mississippi Avenue ("the Property") for the purpose of sampling both soil and groundwater.

2. Said access for testing shall be limited to those officers, employees and environmental consultants of Solutia ("Solutia Personnel") as designated by Solutia whose presence is necessary to further the purposes of this Agreement. Such access shall also be granted to U.S. EPA employees, contractors, agents, consultants, designees, representatives, and State of Illinois representatives ("Government Personnel") for the purpose of monitoring the work being performed by Solutia Personnel.

3. Planned sample locations on the Property will be given to Cerro in advance of the actual sampling activity. In the event the sample locations will cause disruption of Cerro's use of the property, Solutia Personnel and Cerro will work to establish mutually agreeable locations.

4. Solutia agrees that upon completion of the sampling and testing to be performed, all material and equipment shall be removed from the property, and said

property will be restored as nearly as possible to its original state and condition. Solutia will use its best efforts to not interfere with Cerro's use and enjoyment of the Property. Solutia will use all reasonable efforts to provide that the activities set forth herein are performed in a manner consistent with prevailing professional standards for all areas of activities undertaken by Solutia Personnel. Each field activity to be conducted under this Agreement shall be coordinated by professionals with experience relative to the particular activity being conducted at the site each day.

5. As to the work to be done, or services to be performed by Solutia or its consultants, Solutia assumes responsibility for any liability for losses, expenses, damages, demands and claims in connection with or arising out of any injury or damage to the Property, sustained in connection with or to have arisen out of the actual performance of the work hereunder. Solutia shall indemnify, defend and save harmless the land owner of the above-described property from and against any and all claims, demands, actions, causes of action, suits, damages, expenses (including attorney's fees and experts' fees) directly resulting from any liability described in the preceding sentence. This indemnity does not cover any preexisting conditions on the property, except to the extent that such condition is altered through the negligent conduct or action of Solutia and/or its contractor while working on the above-described property and thereby results in damage to the property that would not have otherwise occurred.

6. Solutia will give Cerro reasonable advanced notice of not less than three business days in advance of the day the sampling activity will occur. Cerro will be given the opportunity to obtain splits of any samples collected at the Property. Solutia will provide results of sampling it undertakes on the Property to Cerro and copies of reports that refer to those samples. Sampling will only occur during non-holiday week days, during normal business hours of 8 a.m. to 5 p.m. unless Cerro and Solutia agree otherwise.

7. Cerro shall advise Solutia of any utility lines or other hazardous or potentially hazardous conditions of which Cerro has actual knowledge that might reasonably be expected to be damaged by the work to be performed hereunder or that might significantly interfere with the performance of the work provided herein. Solutia acknowledges that the U.S. EPA has alleged that Sites G and I are former landfills and that drilling or sampling in those areas may present potential hazards.

8. Solutia and/or its contractor engaged to undertake the sampling will certify to Cerro prior to beginning sampling activities at the Property that they have received a copy of and read the Cerro Safety & Health Guidelines and cover memo (attached hereto as Attachment 1).

9. Solutia's contractor engaged to undertake the sampling will have insurance of not less than the following amounts:

Workers' Compensation Statutory

Employer's Liability \$500,000 each accident

Comprehensive or Commercial General Liability (Bodily Injury and Property Damage) - \$1,000,000 each occurrence, combined single limit

Comprehensive or Commercial Automobile Liability (Bodily Injury and Property Damage) combined single limit of \$1,000,000 per occurrence.

10. Upon request by Cerro, and at Cerro's expense, Solutia will give copies of the following to Cerro: The Administrative Order on Consent for the Sauget Sites Area 1 signed by Solutia and U.S.EPA in January, 1999 ("AOC") and any work plans, sampling plans, quality assurance/quality control plans and health and safety plans drafted by Solutia which are approved by U.S. EPA and apply to the work performed under the AOC.

IN WITNESS WHEREOF, the parties have caused this Access Agreement to be executed the day and year first above written.

BY: 

NAME: Joseph M. Grana

ADDRESS: Cerro Copper Products Co.  
3000 Mississippi Ave., Sauget, IL 62201

PARCEL NUMBER(S): As listed in

Paragraph 1 of this agreement

SOLUTIA, INC.

BY: 

TITLE: Mgt. Remedial Project

7-26-95